

Commercial Sectional ThermoMark™ Door and Operator System

Limited Warranty

Wayne Dalton, a division of Overhead Door Corporation ("Seller") warrants to the original purchaser of the ThermoMark™ Models 530, 5150, 5155, 5200, and 5255 ("Door") and Genie GCL-MH, MJ, MT, H, J, T, GH, or GT commercial operator ("Operator") (Door and Operator purchased and installed together collectively referred to as the "System"), subject to all of the terms and conditions hereof, that the System and all components thereof will be free from defects in materials and workmanship for the following period(s) of time, measured from the date of installation:

- TEN (10) YEARS against cracking, splitting, rust deterioration and delamination
- **THREE (3) YEARS** against defects in materials and workmanship on all components of the System, excluding the counterbalance spring and finish, or 20,000 cycles¹, whichever occurs first.
- TWO (2) YEARS against peeling or color fade of finish on Product sections with Black finish or Walnut, Mission Oak, or Golden Oak wood grain finish which materially alters the color of the Product and cannot be remedied by cleaning with the recommended solution.

Seller's obligation under this warranty is specifically limited to repairing or replacing, at its option, any part which is determined by Seller to be defective during the applicable warranty period. Any labor charges are excluded and will be the responsibility of the purchaser.

This warranty is made to the original purchaser of the System only, and is not transferable or assignable. This Product is intended for commercial and industrial applications only. Use in a non-approved application will void this warranty. This warranty does not apply to any unauthorized alteration or repair of the System, or to any System or component which has been damaged or deteriorated due to misuse, neglect, accident, failure to provide necessary maintenance, normal wear and tear, acts of God, or any other cause beyond the reasonable control of Seller or as a result of having been exposed to toxic or abrasive environments, including humidity, blowing sand, salt water, salt spray and toxic chemicals and fumes. This warranty does not cover replacement batteries and applies only to Systems (a Door and Operator purchased and installed together simultaneously) and not to any Door or Operator purchased independently from the other, regardless of whether subsequently paired together.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR, OR LIABLE TO ANYONE FOR, SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, even if Seller has been advised of the possibility of such damages. Such excluded damages include, but are not limited to, loss of use, cost of any substitute product, or other similar indirect financial loss.

Claims under this warranty must be made promptly after discovery, within the applicable warranty period, and in writing to the authorized dealer or installer whose name and address appear below. The purchaser must allow Seller a reasonable opportunity to inspect any System claimed to be defective prior to removal or any alteration of its condition. Proof of the purchase and/or installation date, and identification as the original purchaser, may be required.

¹The number of cycles referred to herein shall be measured by an integrated cycle counter contained in or attached to the Operator. If the cycle counter is rendered inoperable, Seller shall use other reasonable means to determine the cycle count.

SELLER:

SELLER'S ADDRESS:

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